

REMARKS

This Amendment is submitted in response to the Examiner's Action mailed July 23, 2004, with a shortened statutory period of three months set to expire October 23, 2004. Claims 45-66 are pending. With this amendment, claim 45 has been amended, and claim 60 has been canceled.

Applicants have amended claim 45 to describe the plurality of marketplaces including a plurality of different individual on-line auction sites.

Applicants have also amended claim 45 to describe each one of the different individual marketplaces maintaining its own individual local order book that is separate and apart from local order books maintained by the other marketplaces. Each local order book includes a plurality of orders. The plurality of orders includes a plurality of orders to buy items at a particular price and a plurality of orders to sell items at a particular price.

Claim 45 now describes instruction means for posting the order in a local order book maintained by the first one of the marketplaces. Instruction means are described for determining, by the first marketplace whether the first marketplace can match the received order with an order that is already posted in the local order book that is maintained by the first marketplace.

In response to the first one of the marketplaces determining that the first marketplace can match the received order with an order that is already posted in the local book maintained by the first marketplace, instruction means are described for the first marketplace clearing the received order and the order already posted in the local book from the local order book.

In response to the first one of the marketplaces determining that the first marketplace can not match the received order with an order that is already posted in the local book maintained by the first marketplace, instruction means are described for transmitting information about the received order from the first marketplace to the other marketplaces.

Each one of the other marketplaces then determines whether it can match the received order with at least one matching order posted in its own local order book. Each one of these other marketplaces makes its own matching determination.

Each one of the marketplaces executes its own matching process that attempts to match the received order with at least one matching order posted in its own local order book.

The Examiner rejected claims 45-59 and 65-66 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent 6,587,827 issued to *Hennig*. This rejection, as it might be applied to the claims as amended, is respectfully traversed.

The features of claim 60 have been included in independent claim 45. Therefore, because the Examiner agrees that *Hennig* does not teach a plurality of marketplaces that include a plurality of different individual on-line auction sites, Applicants believe this rejection is overcome by the amendment to the claim 45.

The Examiner rejected claims 60-64 under 35 U.S.C. § 103(a) as being unpatentable over *Hennig* in view of U.S Patent Application Publication U.S. 2002/0013735 published by *Arora*. This rejection, as it might be applied to the claims as amended, is respectfully traversed.

Applicants describe a plurality of marketplaces that each maintains its own local order book that is separate from the local order books maintained by the other marketplaces. Each local order book includes a plurality of orders. These orders include orders to buy items at a particular price and a plurality of orders to sell items at a particular price.

An order is received within a first marketplace. This order is then posted in the local order book maintained by that first marketplace.

The first marketplace then determines whether it can match the received order with an order that is already posted in the first marketplace's local order book. If it can, the first marketplace clears the received order and the matching order from its local order book.

If the first marketplace can not match the received order with an order that is already posted in the first marketplace's local order book, the first marketplace transmits the order to the other marketplaces.

Each one of the other marketplaces then determines whether it can match the received order with at least one matching order posted in its own local order book. Each one of these other marketplaces makes its own matching determination.

Hennig describes a system that attempts to satisfy an order by sending the order to a supplier of the requested product. If the supplier accepts the order, the supplier assigns a tracking number to the order and saves the order to process it. *Hennig* does not describe the received order being posted in the local order book of the supplier that received the order. *Hennig* does not describe a marketplace that received the order attempting to match the order in its own local order book first. According to Applicants' claims, if that first marketplace can not match the order using its own local order book, then the order is sent to the other marketplaces. *Hennig* does not describe posting a received order within a local order of a marketplace that received the order. *Hennig* does not describe sending the order to a supplier if that order is not first matched by a marketplace where the received order was posted. *Hennig* merely describes receiving an order and then attempting to find a supplier.

Hennig does not describe a plurality of marketplaces that each maintain their own local order book that includes a plurality of orders to buy and a plurality of orders to sell. *Hennig* merely describes a single system that seeks out suppliers for a requested product.

Hennig does not describe the supplier maintaining its own local order book. *Hennig* does not describe the supplier including offers to buy items in its local order book. *Hennig* does not describe each supplier executing its own matching process to match received orders with orders in the supplier's own local order book.

Arora is used by the Examiner to teach on-line auction sites. *Arora* does not, however, describe, teach, or suggest the features of Applicants' claims as described above that are missing from *Hennig*. Therefore, the combination of *Hennig* and *Arora* does not render Applicants' claims unpatentable.

Arora does not describe, teach, or suggest a plurality of marketplaces. *Arora* teaches one matching engine. Applicants describe each marketplace executing its own matching process. Therefore, because *Arora* teaches only one matching engine, *Arora* teaches away from Applicants' claims.

The combination of references does not describe, teach, or suggest a plurality of marketplaces that each maintains its own local order book that is separate from the local order books maintained by the other marketplaces. The combination of references does not describe, teach, or suggest each local order book including a plurality of orders where these orders include a plurality of orders to buy items at a particular price and a plurality of orders to sell items at a particular price. The combination of references does not describe, teach, or suggest an order being received within a first marketplace, this order being posted in the local order book maintained by that first marketplace, and the first marketplace determining whether it can match the received order with an order that is already posted in the first marketplace's local order book. The combination of references does not describe, teach, or suggest each one of the other marketplaces determining whether it can match the received order with at least one matching order posted in its own local order book, where each one of these other marketplaces makes its own matching determination. Therefore, Applicants believe the claims are patentable over the prior art.

The Examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the Examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

DATE: 10.22.04

Respectfully submitted,



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